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IN THE

Supreme Court of the United States

October Term, 1968
No. 471

PERFO-LOG, INC.,

Petitioner,

vs.

WELL SURVEYS, INC., now DRESSER SYSTEMS, INC., and DRESSER INDUSTRIES, INC.,

Respondents.

APPENDIX B

to

Petition for Writ of Certiorari to the United States Court of Appeals for the Tenth Circuit.

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Los Angeles, Calif. 90015,

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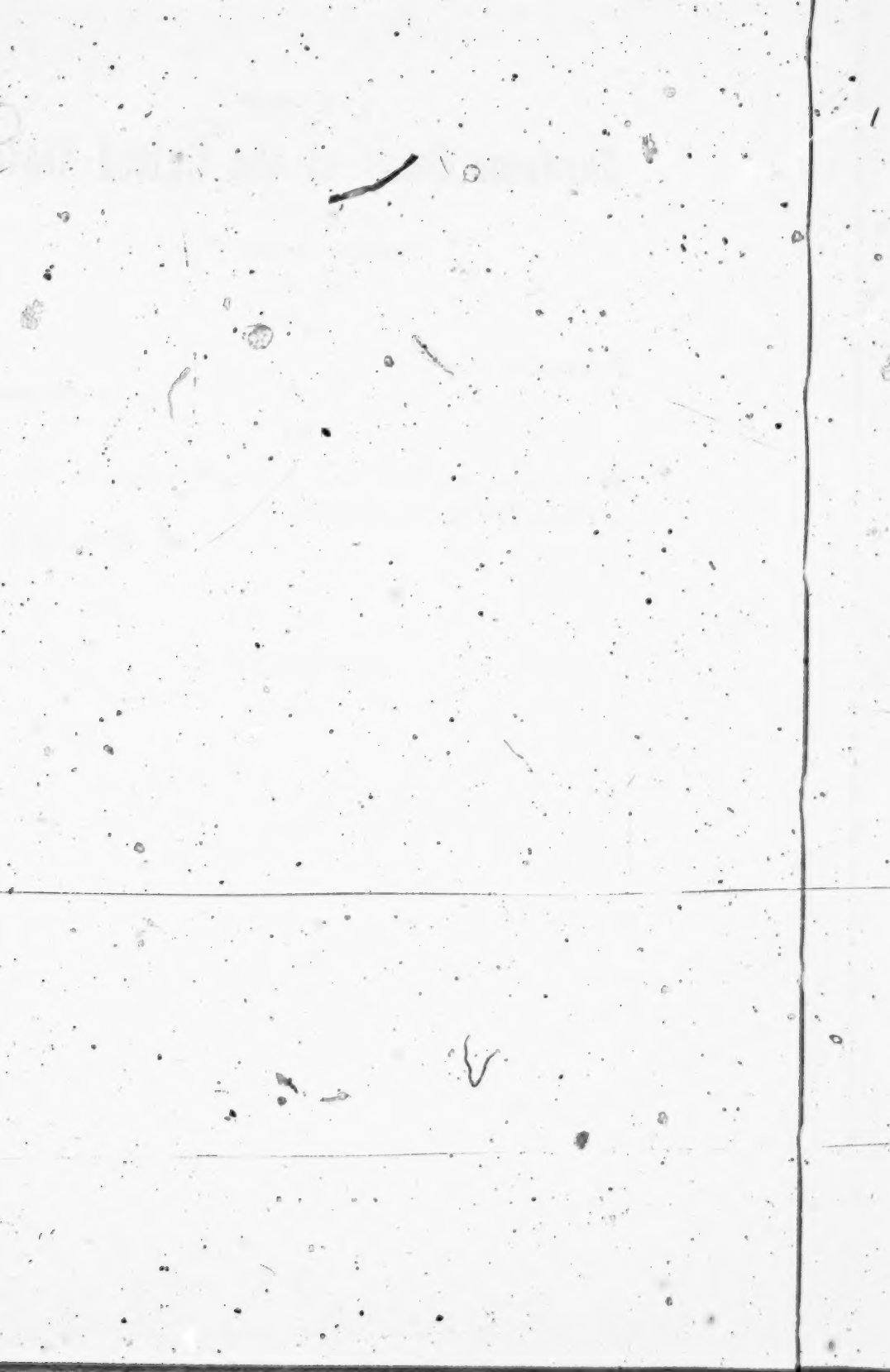

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Tabulation of Twenty-Three of Respondents' License Agreements Which Cover the Swift Patent Plus One or More Additional Patents.

LICENSEE	Effective Date	Patents Covered*	Royalties Payable	The earliest date on which licensee has the right to terminate	The other dates on which licensee has the right to terminate**	The term, unless otherwise terminated
1. Subsurface Completion Services, Inc. (R. 954).	June 1, 1961 (R. 954).	Swift, Peterson and Hearn ¶ 1.06 (R. 956).	5% ¶ 3.02 (R. 957).	The fifth anniversary, i.e., June 1, 1966. ¶ 4.02 (R. 960).	Any successive anniversary, i.e., June 1, 1968. ¶ 4.02 (R. 960).	The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on January 10, 1978. ¶ 4.03 (R. 960).
2. Perf-O-Log, Inc. (R. 1105).	April 1, 1962 (R. 1105).	Swift and Mardock ¶ 1.06 (R. 1107).	5% ¶ 3.01 (R. 1109).	The fifth anniversary, i.e., April 1, 1967. ¶ 4.02 (R. 1111).	Any successive anniversary, i.e., April 1, 1969. ¶ 4.02 (R. 1111).	The expiration date of the last to expire of the licensed patents, i.e., Mardock which expires on October 15, 1974. ¶ 4.03 (R. 1111).
3. Vernon Stowers & James A. Wiley, a partnership, dba S & W Logging & Perforating Co. (R. 1124).	April 1, 1962 (R. 1124).	Swift and Mardock ¶ 1.06 (R. 1126).	5% ¶ 3.01 (R. 1127).	The fifth anniversary, i.e., April 1, 1967. ¶ 4.02 (R. 1130).	Any successive anniversary, i.e., April 1, 1969. ¶ 4.02 (R. 1130).	The expiration date of the last to expire of the licensed patents, i.e., Mardock which expires on October 15, 1974. ¶ 4.03 (R. 1130).
4. Perforators, Incorporated (R. 1199).	July 1, 1962 (R. 1199).	Swift and Mardock ¶ 1.06 (R. 1201).	5% ¶ 3.01 (R. 1203).	The fifth anniversary, i.e., July 1, 1967. ¶ 4.02 (R. 1205).	Any successive anniversary, i.e., July 1, 1968. ¶ 4.02 (R. 1205).	The expiration date of the last to expire of the licensed patents, i.e., Mardock which expires on October 15, 1974. ¶ 4.03 (R. 1205).
5. Cardinal Surveys Company (R. 1690).	Sept. 1, 1962 (R. 1690).	All Radioactivity method or apparatus patents issued on applications filed on or prior to Jan. 1. 1961 ¶ 1.06 (R. 1691-2).	5% ¶ 3.01 (R. 1694).	The fifth anniversary, i.e., Sept. 1, 1967. ¶ 4.02 (R. 1696).	Any successive anniversary, i.e., September 1, 1968. ¶ 4.02 (R. 1696).	The expiration date of the last to expire of the licensed patents. ¶ 4.03 (R. 1696).

*As used herein, Swift refers to Patent No. 2,554,844; Peterson refers to Patent No. 2,967,994; Hearn refers to Patent No. 2,942,112; Mardock refers to Patent No. 2,810,076; Norelius refers to Patent No. 2,933,609 and G. Swift refers to Patent No. 2,945,129.

**This portion of the Tabulation, which relates only to the licensees listed in Items 1 through 9 and Item 20, is based on the assumption that the licensees have not exercised their right to terminate prior to the expiration of the Swift patent.

LICENSEE	Effective Date	Patents Covered	Royalties Payable	The earliest date on which licensee has the right to terminate	The other dates on which licensee has the right to terminate	The term, unless otherwise terminated
6. Guns, Inc. (R. 1249).	Jan. 7, 1963 (R. 1249).	Swift, Norelius, G. Swift, and Peterson ¶ 1.06 (R. 1251).	5% ¶ 3.02 (R. 1253).	The fifth anniversary, i.e., Jan. 7, 1968. ¶ 4.02 (R. 1255).	Any successive anniversary i.e., January 7, 1969. ¶ 4.02 (R. 1255).	The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 1255).
7. Great Guns, Inc. (R. 1259). Dale Davis	Jan. 25, 1963 (R. 1259).	Swift, Hearn and Peterson ¶ 1.06 (R. 1260).	5% ¶ 3.02 (R. 1262).	The fifth anniversary, i.e., Jan. 25, 1968. ¶ 4.02 (R. 1265).	Any successive anniversary, i.e., January 25, 1969. ¶ 4.02 (R. 1265).	The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 1265).
8. Basin Surveys, Inc. (R. 1286).	March 1, 1963 (R. 1286).	Swift, Mardock and Peterson ¶ 1.06 (R. 1287).	5% ¶ 3.02 (R. 1289).	The fifth anniversary, i.e., March 1, 1968. ¶ 4.02 (R. 1292).	Any successive anniversary, i.e., March 1, 1969. ¶ 4.02 (R. 1292).	The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 1292).
9. Go Services, Inc. (R. 1305).	May 1, 1963 (R. 1305).	Swift and Mardock ¶ 1.06 (R. 1306).	5% ¶ 3.02 (R. 1308).	The fifth anniversary, i.e., May 1, 1968. ¶ 4.02 (R. 1310).	Any successive anniversary, i.e., May 1, 1969. ¶ 4.02 (R. 1310).	The expiration date of the last to expire of the licensed patents, i.e., Mardock which expires on October 15, 1974. ¶ 4.03 (R. 1310).
10. J.H. Barnes & H. H. Hartman, a partnership dba Goes Perforating & Logging (R. 1323).	July 1, 1963 (R. 1323).	Swift, Mardock and Peterson ¶ 1.06 (R. 1324).	5% ¶ 3.02 (R. 1326).	The fifth anniversary, i.e., July 1, 1968. ¶ 4.02 (R. 1329).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 1329).
11. Jetco, Inc. (R. 803).	Dec. 1, 1963 (R. 803).	Swift and Peterson ¶ 1.06 (R. 804).	5% ¶ 3.02 (R. 806).	The fifth anniversary, i.e., Dec. 1, 1968. ¶ 4.02 (R. 809).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 809).
12. Star Jet Oil Well Service, Inc. (R. 812). Pat Patton	Jan. 1, 1964 (R. 812).	Swift and Peterson ¶ 1.06 (R. 813).	5% ¶ 3.02 (R. 815).	The fifth anniversary, i.e., Jan. 1, 1969. ¶ 4.02 (R. 817).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 817).
13. Go Electronic Surveys, Inc. (R. 1333).	Jan. 1, 1964 (R. 1333).	Swift, Norelius, Peterson, Mardock and Hearn ¶ 1.06 (R. 1334).	5% ¶ 3.02 (R. 1336).	The fifth anniversary, i.e., Jan. 1, 1969. ¶ 4.02 (R. 1338).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 1338).
14. French Wells, Surveys (R. 820).	Feb. 1, 1964 (R. 820).	Swift and Peterson ¶ 1.06 (R. 822).	5% ¶ 3.02 (R. 823).	The fifth anniversary, i.e., Feb. 1. 1969. ¶ 4.02 (R. 826).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 826).

LICENSEE	Effective Date	Patents Covered	Royalties Payable	The earliest date on which licensee has the right to terminate	The other dates on which licensee has the right to terminate	The term, unless otherwise terminated
15. Luling Perforators, Incorporated (R. 830).	Feb. 24, 1964 (R. 830).	Swift and Peterson ¶ 1.06 (R. 831).	5% ¶ 3.02 (R. 833).	The fifth anniversary, i.e., Feb. 24, 1969. ¶ 4.02 (R. 836).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 836).
16. Maroney Electrical Well Service, Inc. (R. 839).	July 1, 1964 ¶ 1.06 (R. 839).	Swift and Peterson ¶ 1.06 (R. 840).	5% ¶ 3.02 (R. 842).	The fifth anniversary, i.e., July 1, 1969. ¶ 4.02 (R. 844).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 844).
17. Petroleum Surveys Corporation (R. 847).	Aug. 1, 1964 (R. 847).	Swift and Peterson ¶ 1.06 (R. 848).	5% ¶ 3.02 (R. 850).	The fifth anniversary, i.e., Aug. 1, 1969. ¶ 4.02 (R. 852).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 852).
18. Shelwell Services, Inc. (R. 855).	Oct. 1. 1964 (R. 855).	Swift and Peterson ¶ 1.06 (R. 856).	5% ¶ 3.02 (R. 858).	The fifth anniversary, i.e., Oct. 1, 1969. ¶ 4.02 (R. 860).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 860).
19. Rector Oil Well Services, Inc. (R. 1379).	Jan. 1, 1965 (R. 1379).	Swift, Peterson and Mardock ¶ 1.06 (R. 1380).	5% ¶ 3.02 (R. 1382).	The fifth anniversary, i.e., Jan. 1, 1970, ¶ 4.02 (R. 1384).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 1384).
20. Texas Perforating Company of Gainesville (R. 1392).	Jan. 1, 1965 (R. 1392).	Swift, Mardock and Peterson ¶ 1.06 (R. 1393).	5% ¶ 3.02 (R. 1395).	The first anniversary, i.e., Jan. 1, 1966. ¶ 4.02 (R. 1397).	Any successive anniversary, i.e., January 1, 1969. ¶ 4.02 (R. 1397).	The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 1397).
21. Titan Perforators Inc. (R. 863).	March 1, 1965 (R. 863).	Swift and Peterson ¶ 1.06 (R. 864).	5% ¶ 3.02 (R. 866).	The fifth anniversary, i.e., March 1, 1970. ¶ 4.02 (R. 868).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 868).
22. Mustang Electrical Services, Inc. (R. 1419).	April 15, 1965 (R. 1419).	Swift, Mardock and Peterson ¶ 1.06 (R. 1420).	5% ¶ 3.02 (R. 1422).	The fifth anniversary, i.e., April 15, 1970. ¶ 4.02 (R. 1424).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 1424).
23. Eastern Wireline Services, Inc. (R. 1428).	June 9, 1965 (R. 1428).	Swift, Mardock, Hearn and Peterson ¶ 1.06 (R. 1429).	5% ¶ 3.02 (R. 1431).	The fifth anniversary, i.e., June 9, 1970. ¶ 4.02 (R. 1433).		The expiration date of the last to expire of the licensed patents, i.e., Peterson which expires on Jan. 10, 1978. ¶ 4.03 (R. 1433).

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of June, 1961 by and between WELL SURVEYS, INC. of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and SUBSURFACE COMPLETION SERVICES, INC., a corporation of Louisiana, hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received

[955]

radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean the following patents:

[956]

Swift #2,554,844
Hearn #2,942,112
Peterson #2,967,994

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

[957]

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instru-

ments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay WSI cash consideration in the sum of not applicable upon execution and delivery of this Agreement as liquidated damages for past infringement of the WSI patent rights.

3.02 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed,

[958]

would infringe the Patent Rights of WSI during term of this agreement an amount equal to five percent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioacitvity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said

combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish WSI with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

[959]

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable; and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and

value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[960]

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of WSI to effect termination for a continuing or subsequent default.

[961]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all ~~of~~ its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box ~~1799~~ 589
Houston 1, Texas

Subsurface Completion Services, Inc.
907 Pere Marquette Building
New Orleans, Louisiana

[962]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
By JAY G. BEAVER
Vice President

ATTEST:
/s/
Secretary

SUBSURFACE COMPLETION SERVICES, INC.

By /s/
President

ATTEST:
/s/
Controller

[1105]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of April, 1962, by and between WELL SURVEYS, INC., of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and Perf-O-Log, Inc., a corporation of Texas, hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire

with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying" as used herein shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects or radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from

[1106]

irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well

logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey

[1107]

may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean Swift Patent #2,554,844 and Mardock Patent #2,810,076 which are owned by WSI.

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, a non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another

shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01

[1108]

under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.01.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted

by Company, which, if unlicensed, would infringe of the Swift Patent #2,554,844

[1109]

or Mardock Patent #2,810,076 during the term of this Agreement an amount equal to five percent (5%) of the gross charges (exclusive of mileage) made for the survey so conducted, or a sum of ten dollars ($10.00), whichever is the greater.

3.02 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.02, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.03 On or before the 20th day of each month, Company shall furnish WSI with a report in writing setting forth the following information pertaining to each Radioactivity Well

[1110]

Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the quarter in question.

3.04 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.05 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.03, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[1111]

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due here-

under or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall

[1112]

not prejudice the right of WSI to effect termination for a continuing or subsequent default.

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box 1799
Houston 1, Texas

and

[1113]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
By JAY G. BEAVER
Vice President

ATTEST:
/s/
Secretary

PERF-O-LOG, INC.
By J. E. HAYNES
President

ATTEST:
Edgar R. Blair
Secretary

[1124]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of April 1962, by and between WELL SURVEYS, INC., of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and Vernon Stowers & James A. Wiley, A Partnership, dba S&W Logging & Perforating Co., hereinafter called "Company".

—I.

Recitals and Definitions

1:01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying" as used herein shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects or radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from

[1125]

irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radi-

ations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service", shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey

[1126]

may or may not have been previously conducted; and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean Swift Patent #2,554,844 and Mardock Patent #2,810,076 which are owned by WSI.

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01

[1127]

under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.01.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension

shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe of the Swift Patent #2,554,844

[1128]

or Mardock Patent #2,810,076 during the term of this Agreement an amount equal to five percent (5%) of the gross charges (exclusive of mileage) made for the survey so conducted, or a sum of ten dollars ($10.00), whichever is the greater.

3.02 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge

customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.02, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.03 On or before the 20th day of each month, Company shall furnish WSI with a report in writing setting forth the following information pertaining to each Radioactivity Well

[1129]

Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable; and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the quarter in question.

3.04 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty be payable provided such charges were commensurate with the cost and value of said

operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.05 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.03, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[1130]

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last pat-

ent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall

[1131]

not prejudice the right of WSI to effect termination for a continuing or subsequent default.

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box 1799
Houston 1, Texas

and

[1132]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
By Jay G. Beaver
Vice President

ATTEST:
/s/
Secretary

S&W LOGGING &
PERFORATING CO.
By James Wiley
Partner—James A. Wiley

ATTEST:
Vernon Stowers
Partner—Vernon Stowers

[1133]

ANNEX TO IMMUNITY AGREEMENT
dated
April 1, 1962
between
WELL SURVEYS, INC.
and
S&W LOGGING AND PERFORATING CO.

S&W Logging and Perforating Co. hereby pays Well Surveys, Inc. ..... ($136.00) dollars as liquidated damages for past infringement of

the "W.S.I. Patent Rights" as defined in paragraph 1.06 of the above identified Immunity Agreement.

Agreed: April 2, 1962
S&W LOGGING & PERFORATING CO.
By Vernon Stowers
Vernon Stowers—Partner
By James Wiley
James A. Wiley—Partner

WELL SURVEYS, INC.
Jay G. Beaver
Jay G. Beaver - Vice President

[1199]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of July, 1962, by and between WELL SURVEYS, INC., of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI" and Perforators, Incorporated, a corporation of Kansas, hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying" as used herein shall mean logging or surveying bore

holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects or radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from

[1200]

irradiating the formation with netural particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain informa-

tion regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey

[1201]

may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean Swift Patent #2,554,844 and Mardock Patent #2,810,076 which are owned by WSI.

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Sur-

veying operation conducted by Company the immunities granted under Section 2.01

[1202]

under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.01.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is tranferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe of the Swift Patent #2,554,844

[1203]

or Mardock Patent #2,810,076 during the term of this Agreement an amount equal to five percent (5%) of the gross charges (exclusive of mileage) made for the survey so conducted, or a sum of ten dollars ($10.00), whichever is the greater.

3.02 In the event that a service involving Radioactivity Will Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.02, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.03 On or before the 20th day of each month, Company shall furnish WSI with a report in writing setting forth the following information pertaining to each Radioactivity Well

[1204]

Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the quarter in question.

3.04 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.05 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.03, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[1205]

IV.

Termination.

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give

written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall

[1206]

not prejudice the right of WSI to effect termination for a continuing or subsequent default.

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of

the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box 1799
Houston 1, Texas

and

Perforators, Inc.
P. O. Box 811
Great Bend, Kansas

[1207]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
By Jay G. Beaver
Vice President

ATTEST:
/s/
Assistant Secretary

PERFORATORS, INC.
By William A. Snyder
President

ATTEST:
/s/
Secretary

[1690]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of September, 1962 by and between WELL SURVEYS, INC. of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and CARDINAL SURVEYS COMPANY, a corporation of Texas, hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received

[1691]

radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean any and all United States patents owned by WSI to the

[1692]

extent that such patents claim inventions disclosed in applications filed in the United States Patent Office on or prior to January 1, 1961, and to the extent that such patents would be infringed by a method or apparatus in the Field of Radioactivity Well Surveying.

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

[1693]

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and

may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay WSI as royalty on each Radioactivity Survey conducted by Company during the

[1694]

term of this Agreement an amount equal to five per cent (5%) of gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.02 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the

"gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately.

3.03 For the purposes of Section 3.02, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each January, April, July and October, Company shall furnish WSI with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the

[1695]

preceding calendar quarter:

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the quarter in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[1696]

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of WSI to effect termination for a continuing or subsequent default.

[1697]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box 1799
Houston 1, Texas
CARDINAL SURVEYS COMPANY
P. O. Box 2049
Odessa, Texas

[1698]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
By Jay G. Beaver
Vice President

ATTEST:
/s/
Secretary
(Seal)

CARDINAL SURVEYS COMPANY
By /s/
President

ATTEST:
/s/
Assistant Secretary

[1249]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 7th day of January, 1963, by and between WELL SURVEYS, INC., of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and GUNS, INC., a corporation of Texas, hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying" as used herein shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects or radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from

[1250]

irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive information con-

cerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey

[1251]

may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean Patents #2,554,844; #2,933,609; #2,945,129; and #2,967,994, which are owned by WSI.

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01

[1252]

under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.01.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such ex-

tension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe of Patents #2,554,844; #2,933,609; #2,945,129; and #2,967,994, during the term of this

[1253]

Agreement an amount equal to five percent (5%) of the gross charges (exclusive of mileage) made for the survey so conducted, or a sum of ten dollars ($10.00), whichever is the greater.

3.02 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge

customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.02, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.03 On or before the 20th day of each month, Company shall furnish WSI with a report in writing setting forth the following information pertaining to each Radioactivity Well

[1254]

Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable; and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the quarter in question.

3.04 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty be payable provided such charges were commensurate with the cost and value of said

operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.05 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.03, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[1255]

IV.

Termination

4.01 If Company shall neglect o. fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall

[1256]

not prejudice the right of WSI to effect termination for a continuing or subsequent default.

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box 1799
Houston 1, Texas

and

GUNS, INC.
P. O. Box 132
Shreveport, Louisiana

[1257]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
By Jay G. Beaver
Vice President

ATTEST:
/s/
Secretary

GUNS, INC.
By /s/
President

ATTEST:
/s/
Secretary

[1259]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 25th day of January, 1963 by and between WELL SURVEYS, INC. of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and Great Guns, Inc., a corporation of Kansas, hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received

[1260]

radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conduct-

ed) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean the following patents:

[1261]

2,554,844
2,942,112
2,967,994

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

[1262]

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay WSI cash consideration in the sum of *$500.00 plus royalties due from July 1, 1962 to date* upon execution and delivery of this Agreement as liquidated damages for past infringement of the WSI patent rights.

3.02 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe the Patent Rights of WSI

[1263]

during term of this agreement an amount equal to five percent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each January, April, July and October, Company shall furnish WSI with a report in writing setting forth the following in-

formation pertaining to each Radioactivity Well Survey performed by Company during the

[1264]

preceding calendar quarter:

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the quarter in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[1265]

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 be-

cause of one or more defaults by Company shall not prejudice the right of WSI to effect termination for a continuing or subsequent default.

[1266]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box 1799
Houston 1, Texas
GREAT GUNS, INC.
P. O. Box 157
Hays, Kansas

[1267]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper

officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
By Jay G. Beaver
Vice President

ATTEST:
/s/
Secretary

GREAT GUNS, INC.
By /s/
President

ATTEST:
/s/
Secretary

[1286]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of March, 1963 by and between WELL SURVEYS, INC. of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and Basin Surveys, Inc., a corporation of West Virginia, hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes

by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received

[1287]

radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radio-

activity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean the following patents:

[1288]

2,554,844
2,810,076
2,967,994

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

[1289]

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III

Payments

3.01 Company agrees to pay WSI cash consideration in the sum of not applicable upon execution and delivery of this Agreement as liquidated damages for past infringement of the WSI patent rights.

3.02 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed,

[1290]

would infringe the Patent Rights of WSI during term of this agreement an amount equal to five percent (5%) of the gross charge (exclusive of mileage & service charge) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish WSI with a report in writing setting forth the following information pertaining to

each Radioactivity Well Survey performed by Company during the preceding calendar month:

[1291]

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[1292]

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 be-

cause of one or more defaults by Company shall not prejudice the right of WSI to effect termination for a continuing or subsequent default.

[1293]

V.

Miscellaneous

5.01. Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box ~~1799~~ 589
Houston 1, Texas

BASIN SURVEYS, INC.
P. O. Box 566
Buckhannon, W. Va.

[1294]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
By Jay G. Beaver
Vice President

ATTEST:
/s/
Secretary
(Seal)

BASIN SURVEYS, INC.
By Donald E. Clark
President

ATTEST:
/s/
Secretary

[1305]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the first day of May, 1963 by and between WELL SURVEYS, INC. of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and GO SERVICES, INC., a corporation of Texas, hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire

with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

[1306]

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material

is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean the following-patents:

2554844
2810076

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from

[1307]

Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to

immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay WSI cash consideration up to September 1, 1962, in the amount of Four Thousand and no/100 ($4,000.00) Dollars, plus

[1308]

Ten ($10.00) Dollars per operation from September 1, 1962 through April 30, 1963, $1,000.00 of which said aggregate sum is paid upon execution and delivery of this agreement and as liquidated damages for past infringement of the WSI patent rights, the balance to be payable at the rate of $500.00 per month until the full aggregate consideration hereinabove set forth is fully paid off and discharged.

3.02 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe the Patent Rights of WSI during term of this agreement an amount equal to five percent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of Ten Dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging

Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

[1309]

3.04 On or before the 20th day of each month, Company shall furnish WSI with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable, provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section

3.04, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[1310]

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have termi-

nated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudce the right of WSI to effect termination for a continuing or subsequent default.

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

[1311]

5.02 This Agreement shall be binding upon an inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box 589
Houston 1, Texas
GO SERVICES, INC.
P. O. Box 2116
Abilene, Texas

[1312]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper

officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
/s/ By Jay G. Beaver
Vice President

ATTEST:
/s/
Secretary

GO SERVICES, INC.
/s/ By Glenn Doggett
President

ATTEST:
/s/
Secretary

[1323]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of July, 1963 by and between WELL SURVEYS, INC. of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and J. H. Barnes & H. H. Parkman a partnership dba. GOES PERFORATING & LOGGING, a corporation of ....., hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possesed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received [1324] radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain

information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean the following patents:

[1325]

2,554,844
2,810,076 J. W. B.
2,967,944 J. W. B.

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Survey-

ing operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

[1326]

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III

Payments

3.01 Company agrees to pay WSI cash consideration in the sum of not applicable upon execution and delivery of this Agreement as liquidated damages for past infringement of the WSI patent rights.

3.02 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed,

[1327]

would infringe the Patent Rights of WSI during term of this agreement an amount equal to five percent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish WSI with a report in writing setting forth the following information pertaining to each

Radioactivity Well Survey performed by Company during the preceding calendar month;

[1328]

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[1329]

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 be-

cause of one or more defaults by Company shall not prejudice the right of WSI to effect termination for a continuing or subsequent default.

[1330]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box ~~1799~~ 589
Houston 1, Texas

Goes Perforating & Logging
203 H Street Northwest
Ardmore, Oklahoma

[1331]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
By Jay G. Beaver
Vice President

ATTEST:
/s/
Secretary

GOES PERFORATING & LOGGING
By J. W. Baruch
President Partner

ATTEST:
/s/
Secretary Partner

[803]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of Dec. 1963 by and between WELL SURVEYS, INC. of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and JETCO INC., a corporation of Oklahoma, hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire

with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received

[804]

radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well

logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean the following patents:

[805]

Swift 2,554,844
Peterson 2,967,994

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified, immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another

shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

[806]

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay WSI cash consideration in the sum of one-hundred dollars upon execution

and delivery of this Agreement as liquidated damages for past infringement of the WSI patent rights.

3.02 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which if unlicensed,

[807]

would infringe the Patent Rights of WSI during term of this agreement an amount equal to five percent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish WSI with a report in writing

setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month;

[808]

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[809]

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of WSI to effect termination for a continuing or subsequent default.

[810]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box ~~1799~~ 589
Houston 1, Texas
Jetco Inc.
415 S. Independence
Enid, Oklahoma

[811]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
By Jay G. Beaver
Vice President

ATTEST:
/s/
Secretary

JET-CO INC.
By K. L. Booth
President

WITNESS:
/s/
Secretary

[812]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the first day of January, 1964 by and between DRESSER INDUSTRIES, INC. of Houston, Texas, a corporation of Delaware, hereinafter called "DII", and ~~H. W. Patton~~ dba Star Jet Oil Well Service, Inc., a corporation of Okla, hereinafter called "Company".

I.

Recitals and Definitions

1.01 DII is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of DII", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles,

charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive information concerning the nature or contents of the formation or the bore

[813]

hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or

(b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patents Rights of DII" as used herein shall mean the following patents:

Swift—2,554,844
Peterson—2,967,994

[814]

II.

Grants

2.01 DII, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of DII arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities

granted under Section 2.01 under Patent Rights of DII, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise DII by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated

[815]

or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of DII to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay DII cash consideration in the sum of not applicable upon execution and delivery of this Agreement as liquidated damages for past infringement of the DII patent rights.

3.02 Company agrees to pay DII as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe the

Patent Rights of DII during the term of this agreement an amount equal to five per cent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity

[816]

Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish DII with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice number;

(c) Date of invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

[817]

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and DII shall have excess during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, DII shall have the right to give written

notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then DII may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving DII written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that DII shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of DII to effect termination for a continuing or subsequent default.

[*Printer's Note: Record page 817 partially illegible and may not be entirely correct.*]

[818]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of DII.

5.02 This Agreement shall be binding upon and

inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of DII.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

DRESSER INDUSTRIES, INC.
P. O. Box 589
Houston, Texas 77001

STAR JET OIL WELL SERVICE
P. O. Box 15082
Oklahoma City, Oklahoma

[819]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument and affixed their seals as of the date first named herein.

DRESSER INDUSTRIES, INC.
By Jay G. Beaver
Manager of Patent Licensing

ATTEST:
/s/
Assistant Secretary

STAR JET OIL WELL
SERVICES INC.
By H. W. Patton
President

ATTEST:
/s/
Secretary

[1333]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the first day of January, 1964 by and between DRESSER INDUSTRIES, INC. of Houston, Texas, a corporation of Delaware, hereinafter called "DII", and Go Electronic Surveys Inc., a corporation of West Virginia, hereinafter called "Company".

I.

Recitals and Definitions

1.01 DII is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of DII", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive informa-

tion concerning the nature or contents of the formation or the bore

[1334]

hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patents Rights of DII" as used herein shall mean the following patents:

2,554,844
2,933,609
2,967,994
2,810,076
2,942,112

[1335]

II.

Grants

2.01 DII, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of DII arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of DII, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments,

the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise DII by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated

[1336]

or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of DII to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay DII cash consideration in the sum of Fifteen Hundred and no 100ths ($1,500.00) Dollars upon execution and delivery of this Agreement as liquidated damages for past infringement of the DII patent rights.

3.02 Company agrees to pay DII as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe the Patent Rights of DII during the term of this agreement an amount equal to five per cent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity

[1337]

Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish DII with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

(a) * * * * *

(b) Invoice number;

(c) Date of invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

[1338]

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and DII shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

VI.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, DII shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Com-

pany shall not have cured such default, then DII may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving DII written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that DII shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of DII to effect termination for a continuing or subsequent default.

[1339]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of DII.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and

privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of DII.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

DRESSER INDUSTRIES, INC.
P. O. Box 589
Houston, Texas 77001

GO ELECTRONIC SURVEYS, INC.
3400 Seventh Street, East
Parkersburg, West Virginia

[1340]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument and affixed their seals as of the date first named herein.

DRESSER INDUSTRIES, INC.
By Jay G. Beaver
Manager of Patent Licensing

ATTEST:
/s/
Assistant Secretary

GO ELECTRONIC SURVEYS, INC.
By /s/
President

ATTEST:
/s/
Secretary

[820]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of February, 1964 by and between WELL SURVEYS, INC. of Houston, Texas, a corporation of Delaware, hereinafter called "WSI", and Lewis L. French dba French Well Surveys, a corporation of ....., hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the

[821]

utilization of these received radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic rediations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

[822]

1.06 The term "Patent Rights of WSI" as used herein shall mean the following patents:

Swift—2,554,844

Peterson—2,967,994

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising form Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

[823]

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such ex-

tension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay WSI cash consideration in the sum of not applicable upon execution and delivery of this Agreement as liquidated damages for past infringement of the WSI patent rights.

3.02 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe the Patent Rights of WSI during the term of this agreement an amount equal to five percent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

[824]

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such

service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish WSI with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice number;

(c) Date of invoice;

(d) Amount on which royalty is payable;

and a summary including:

[825]

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but

agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

[826]

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior

to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of WSI to effect termination for a continuing or subsequent default.

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to

[827]

the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box 589
Houston, Texas 77001

French Well Surveys
P. O. Box 36188
Houston, Texas 77036

[828]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
/s/ By Jay G. Beaver
Vice President

ATTEST:
/s/
Secretary

FRENCH WELL SURVEYS
/s/ By Lewis L. French
President

Lewis L. French
Owner

ATTEST:
/s/
~~Secretary~~ Witness

[830]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 24th day of February, 1964 by and between WELL SURVEYS, INC. of Tulsa, Oklahoma, a corporation of Delaware, hereinafter called "WSI", and Luling Perforators, Incorporated, a corporation of Texas, hereinafter called "Company".

I.

Recitals and Definitions

1.01 WSI is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of WSI", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received

[831]

radiations or particles to derive information concerning the nature or contents of the formation or the bore hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patent Rights of WSI" as used herein shall mean the following patents:

[832]

Swift #2,554,844
Peterson #2,967,994

II.

Grants

2.01 WSI, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of WSI arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of WSI, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

[833]

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument-manufacturers, provided Company shall advise WSI by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any

such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of WSI to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III

Payments

3.01 Company agrees to pay WSI cash consideration in the sum of none upon execution and delivery of this Agreement as liquidated damages for past infringement of the WSI patent rights.

3.02 Company agrees to pay WSI as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed,

[834]

would infringe the Patent Rights of WSI during term of this agreement an amount equal to five percent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the

"gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish WSI with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

[835]

(a) Customer;

(b) Invoice Number;

(c) Date of Invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and WSI shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

[836]

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, WSI shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then WSI may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving WSI written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that WSI shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of WSI to effect termination for a continuing or subsequent default.

[837]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of WSI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of WSI.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

WELL SURVEYS, INC.
P. O. Box ~~1799~~ 589
Houston 1, Texas

Luling Perforators, Inc.
P. O. Box 951
Luling, Texas

[838]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers duly authorized and their corporate seals to be affixed as of the date first named herein.

WELL SURVEYS, INC.
/s/ By JAY G. Beaver
Vice President

ATTEST:
/s/
Secretary
(Seal)

Luling Perforators, Inc.
By /s/
President

ATTEST:
/s/
Secretary & VP

[839]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of July, 1964 by and between DRESSER INDUSTRIES, INC. of Houston, Texas, a corporation of Delaware, hereinafter called "DII", and Maroney Elec. Well Service, Inc., a corporation of Texas, hereinafter called "Company".

I.

Recitals and Definitions

1.01 DII is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of DII", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of

these received radiations or particles to derive information concerning the nature or contents of the formation or the bore

[840]

hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patents Rights of DII" as used herein shall mean the following patents:

Swift Patent No. 2,554,844

Peterson Patent No. 2,967,994

[841]

II.

Grants

2.01 DII, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of DII arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of DII, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise DII by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension

shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated

[842]

or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of DII to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay DII cash consideration in the sum of not applicable upon execution and delivery of this Agreement as liquidated damages for past infringement of the DII patent rights.

3.02 Company agrees to pay DII as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe the Patent Rights of DII during the term of this agreement an amount equal to five per cent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10,00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such

service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity

[843]

Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish DII with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice number;

(c) Date of invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but

agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

[844]

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and DII shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, DII shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then DII may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving DII written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last

patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that DII shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of DII to effect termination for a continuing or subsequent default.

[845]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of DDI.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of DII.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

DRESSER INDUSTRIES, INC.
P. O. Box 589
Houston, Texas 77001

Maroney Electrical Well Service, Inc.
P. O. Box 44
Markham, Texas

[846]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument and affixed their seals as of the date first named herein.

DRESSER INDUSTRIES, INC.
By Jay G. Beaver
Manager of Patent Licensing

ATTEST:
/s/
Assistant Secretary

MARONEY ELECTRICAL WELL SERVICE, INC.
By Harold W. Maroney
President

ATTEST:
/s/
Secretary

[847]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of August, 1964 by and between DRESSER INDUSTRIES, INC. of Houston, Texas, a corporation of Delaware, hereinafter called "DII", and Petroleum Surveys Corporation, a corporation of West Virginia, hereinafter called "Company".

I.

Recitals and Definitions

1.01 DII is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for

hire with immunity from liability for infringement of the "Patent Rights of DII", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outher particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive information concerning the nature or contents of the formation or the bore

[848]

hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is

introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patents Rights of DII" as used herein shall mean the following patents:

Swift - 2,554,844
Peterson - 2,967,994

[849]

II.

Grants

2.01 DII, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of DII arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from

another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of DII, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise DII by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated

[850]

or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of DII to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay DII cash consideration in the sum of Thirty and 00/100 ($30.00) upon

execution and delivery of this Agreement as liquidated damages for past infringement of the DII patent rights.

3.02 Company agrees to pay DII as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe the Patent Rights of DII during the term of this agreement an amount equal to five per cent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity

[851]

Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish DII with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice number;

(c) Date of invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

[852]

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and DII shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

IV.

Termination.

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, DII shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then DII may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving DII written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that DII shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of DII to effect termination for a continuing or subsequent default.

[853]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of DII.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of DII.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

DRESSER INDUSTRIES, INC.
P. O. Box 589
Houston, Texas 77001

PETROLEUM SURVEYS
CORPORATION
P. O. Box 536
Ceredo, West Virginia

[854]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument and affixed their seals as of the date first named herein.

DRESSER INDUSTRIES, INC.
By Jay G. Beaver
Manager of Patent Licensing

ATTEST:
/s/ .....
Assistant Secretary

PETROLEUM SURVEYS
CORPORATION
By Earl C. Bevins
President

ATTEST:

.....
Secretary

[855]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the First day of October, 1964 by and between DRESSER INDUSTRIES, INC. of Houston, Texas, a corporation of Delaware, hereinafter called "DII", and SHELWELL SERVICES, INC., a corporation of Ohio, hereinafter called "Company".

I.

Recitals and Definitions

1.01 DII is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of DII", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes

by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive information concerning the nature or contents of the formation or the bore

[856]

hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain informa-

tion regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patents' Rights of DII" as used herein shall mean the following patents:

Swift - 2,554,844

Peterson - 2,967,994

[857]

II.

Grants

2.01 DII, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of DII arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying

operation conducted by Company the immunites granted under Section 2.01 under Patent Rights of DII, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise DII by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated

[858]

or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of DII to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay DII cash consideration in the sum of Ninety Dollars & [cents illegible] upon execution and delivery of this Agreement as liquidated damages for past infringement of the DII patent rights.

3.02 Company agrees to pay DII as royalty on each Radioactivity Well Surveying operation conducted by

Company, which, if unlicensed, would infringe the Patent Rights of DII during the term of this agreement an amount equal to five per cent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00) whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity

[859]

Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish DII with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice number;

(c) Date of invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

[860]

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and DII shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, DII, shall have the right to give written

notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default then DII may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date hereafter by giving DII written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that DII shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of DII to effect termination for a continuing or subsequent default.

[861]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of DII.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and

privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of DII.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

DRESSER INDUSTRIES, INC.
P. O. Box 589
Houston, Texas 77001

SHELWELL SERVICES, INC.
R.F.D. 3—1100 London Road
Delaware, Ohio

[862]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument and affixed their seals as of the date first named herein.

DRESSER INDUSTRIES, INC.
By Jay G. Beaver
Manager of Patent Licensing

ATTEST:
/s/ .....
Assistant Secretary

SHELWELL SERVICES, INC.
By Clyde Shelton
President

ATTEST:
Norma Shelton
Secretary

[1379]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of January, 1965 by and between DRESSER INDUSTRIES, INC. of Houston, Texas, a corporation of Delaware, hereinafter called "DII", and Rector Oil Well Services, Inc., a corporation of Illinois, hereinafter called "Company".

I.

Recitals and Definitions

1.01 DII is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of DII", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive information concerning the nature or contents of the formation or the bore

[1380]

hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patents Rights of DII" as used herein shall mean the following patents:

Swift No. 2,554,844
Peterson No. 2,967,994
Mardock No. 2,810,076

[1381]

II.

Grants

2.01 DII, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of DII arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of DII, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise DII by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such extension shall

be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated

[1382]

or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of DII to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay DII cash consideration in the sum of $500.00 upon execution and delivery of this Agreement as liquidated damages for past infringement of the DII patent rights.

3.02 Company agrees to pay DII as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe the Patent Rights of DII during the term of this agreement an amount equal to five per cent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross

charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity

[1383]

Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish DII with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice number;

(c) Date of invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

[1384]

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and DII shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, DII shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then DII may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving DII written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that DII shall have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of DII to effect termination for a continuing or subsequent default.

[1385]

V.

Miscellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of DII.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of DII.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

DRESSER INDUSTRIES, INC.
P. O. Box 589
Houston, Texas 77001

RECTOR OIL WELL SERVICES, INC.
502 East Main
Carmi, Illinois

[1386]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument and affixed their seals as of the date first named herein.

DRESSER INDUSTRIES, INC.
By Jay G. Beaver
Manager of Patent Licensing

ATTEST:
/s/ .....
Assistant Secretary

RECTOR OIL WELL SERVICES, INC.
By George W. Rector
President

ATTEST:
Winifred A. Rector
Secretary

[1392]

IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of January, 1965 by and between DRESSER INDUSTRIES, INC. of Houston, Texas, a corporation of Delaware, hereinafter called "DII", and Texas Perforating Company of Gainesville, a corporation of Texas hereinafter called "Company".

I.

Recitals and Definitions

1.01 DII is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of DII", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive information concerning the nature or contents of the formation or the bore

hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "Field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patents Rights of DII" as used herein shall mean the following patents:

Swift Patent No. 2,554,844
Mardock Patent No. 2,810,076
Peterson Patent No. 2,967,994

[1394]

II.

Grants

2.01 DII, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of DII arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of DII, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise DII by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such ex-

tension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated

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or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of DII to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay DII cash consideration in the sum of not applicable upon execution and delivery of this Agreement as liquidated damages for past infringement of the DII patent rights.

3.02 Company agrees to pay DII as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe the Patent Rights of DII during the term of this agreement an amount equal to five per cent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross

charge" for determining the royalty payable on such service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity

[1396]

Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though sucessive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish DII with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

(a) * * * * *

(b) Invoice number;

(c) Date of invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

[1397]

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and DII shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, DII shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then DII may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the first anniversary date hereof or as of any successive anniversary date thereafter by giving DII written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full force and effect until the expiration date of the last patent to expire under which Company is granted immunity by this Agreement.

4.04 Termination of this Agreement shall not affect the obligations of Company to make any payments which shall have accrued up to the date of such termination, and the fact that DII shall not have terminated this Agreement pursuant to Section 4.01 because of one or more defaults by Company shall not prejudice the right of DII to effect termination for a continuing or subsequent default.

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V.

Mistellaneous

5.01 Company shall not be estopped to contest the validity of any patent included in Patent Rights of DII.

5.02 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and Company may assign the rights and privileges herein granted to the successors in ownership of substantially all of its Radioactivity Well Surveying

business, provided any such successors shall subscribe to the terms and conditions herein, but this Agreement shall not be otherwise assignable by Company without the written consent of DII.

5.03 The address of the parties hereto, for the purposes of notices, payments and other communication provided for herein, shall be as follows:

DRESSER INDUSTRIES, INC.
P. O. Box 589
Houston, Texas 77001

TEXAS PERFORATING COMPANY
OF GAINESVILLE
1405 North Grand
Gainesville, Texas

[1399]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument and affixed their seals as of the date first named herein.

DRESSER INDUSTRIES, INC.
By Jay G. Beaver
Manager of Patent Licensing

ATTEST:
/s/ .....
Assistant Secretary

TEXAS PERFORATING
COMPANY OF GAINESVILLE
By Freddy L. Simmons
President

ATTEST:

.....
Secretary

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IMMUNITY AGREEMENT

THIS AGREEMENT is effective the 1st day of March, 1965 by and between DRESSER INDUSTRIES, INC. of Houston, Texas, a corporation of Delaware, hereinafter called "DII", and Titan Perforators, Inc., a corporation of Texas, hereinafter called "Company".

I.

Recitals and Definitions

1.01 DII is possessed of certain patents and rights with respect to patents in the Field of Radioactivity Well Surveying, and Company desires the right to conduct Radioactivity Well Surveying operations for hire with immunity from liability for infringement of the "Patent Rights of DII", as hereinafter defined.

1.02 The term "Radioactivity Well Surveying", as used herein, shall mean logging or surveying bore holes by the detection along a bore hole of neutral particles, charged particles or electromagnetic radiations coming either from the nucleus or from the outer particles of the atom or any other radioactive effects of radioactive radiations or combinations thereof emanating from the material within or traversed by the bore hole, whether these emanations represent a natural condition or result from irradiating the formation with neutral particles, charged particles or electromagnetic radiations or any combination of them or are the result of a treatment of the formation or the bore hole capable of giving rise to such emanations, and by the utilization of these received radiations or particles to derive informa-

tion concerning the nature or contents of the formation or the bore

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hole. The term "electromagnetic radiations" as used herein shall mean radiations having frequencies greater than that of ultraviolet light.

1.03 The term "field of Radioactivity Well Surveying" as used herein shall mean all methods and apparatus used for Radioactivity Well Surveying.

1.04 The term "Radioactivity Survey" as used herein shall mean and include any logging and surveying operation in the Field of Radioactivity Well Surveying.

1.05 The term "Radioactivity Tracer Logging Service" shall mean either of the following: (a) a well logging service in which a radioactive tracer material is introduced into a single well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are subsequently conducted in said well to obtain information regarding the effect of said tracer material; or (b) a well logging service wherein a radioactive tracer material is introduced into a control well (wherein a Radioactivity Survey may or may not have been previously conducted) and in which one or more Radioactivity Surveys are conducted in one or more adjacent wells for the purpose of obtaining information regarding transmission of said tracer material from said control well to said adjacent wells.

1.06 The term "Patents Rights of DII" as used herein shall mean the following patents:

Peterson Patent # 2,967,994

Swift Patent # 2,554,844

[865]

II.

Grants

2.01 DII, warranting that it has the right to do so, hereby grants to Company, upon the terms and conditions hereinafter stated, a non-exclusive, non-transferable (except as hereinafter specified) immunity from any claim, suit or liability for infringement of Patent Rights of DII arising from Radioactivity Well Surveying conducted by Company for others for hire during the term of this Agreement. Experimentation by Company in the Field of Radioactivity Well Surveying of a purely research or development nature without consideration of any kind flowing to Company from another shall be subject to immunity hereunder but shall not give rise to a claim for royalty.

2.02 Company shall have the right to extend to each of its customers with each Radioactivity Well Surveying operation conducted by Company the immunities granted under Section 2.01 under Patent Rights of DII, such immunities being specifically restricted to the specific survey upon which royalty is paid under the provisions of Section 3.02.

2.03 Since the Radioactivity Well Surveying described in Section 2.01 requires the use of instruments, the immunities therein granted shall include the right in Company to make instruments for its own use and may be extended by Company to instrument manufacturers, provided Company shall advise DII by notice in writing of any such extension, including the name and address of each instrument manufacturer to which extension has been made, and provided any such

extension shall be specifically restricted to such instruments made for and actually used by Company pursuant to the terms and conditions of this Agreement and shall cease to exist if this Agreement is terminated

[866]

or if the instrument is transferred to a stranger of this Agreement except in the event such transferee has a license or immunity under Patent Rights of DII to use such instrument, in which event the instrument shall be considered as having been made for such transferee.

III.

Payments

3.01 Company agrees to pay DII cash consideration in the sum of not applicable upon execution and delivery of this Agreement as liquidated damages for past infringement of the DII patent rights.

3.02 Company agrees to pay DII as royalty on each Radioactivity Well Surveying operation conducted by Company, which, if unlicensed, would infringe the Patent Rights of DII during the term of this agreement an amount equal to five per cent (5%) of the gross charge (exclusive of mileage) made for the survey so conducted or a sum of ten dollars ($10.00), whichever is the greater.

3.03 In the event that a service involving Radioactivity Well Surveying is one of a combination of several different services conducted by Company for the same customer on the same setup, at the same well and for a single price which is different from the total of the individual charges customarily made by Company for such services if performed separately, the "gross charge" for determining the royalty payable on such

service involving Radioactivity Well Surveying shall be that proportion of the single price charged for said combined service which the individual charge customarily made by Company for the particular service involving Radioactivity

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Well Surveying is of the total of the individual charges made by Company for each of such services if performed separately. For the purposes of this Section 3.03, a Radioactivity Tracer Logging Service shall be construed as "on the same setup" and "at the same well" even though successive setups or a plurality of wells are actually employed in rendering such a service.

3.04 On or before the 20th day of each month, Company shall furnish DII with a report in writing setting forth the following information pertaining to each Radioactivity Well Survey performed by Company during the preceding calendar month:

(a) Customer;

(b) Invoice number;

(c) Date of invoice;

(d) Amount on which royalty is payable;

and a summary including:

(e) Total, for all well surveys, of amounts specified in Item (d) above;

(f) Total royalty payable (Item (e) multiplied by royalty rate).

Each such statement shall be accompanied with payment for the full amount of the total royalty payable for the month in question.

3.05 Company shall fix charges for surveying operations conducted hereunder in its sole discretion but

agrees that royalty payable hereunder shall not be less than (a) the amount which would be payable provided such charges were commensurate with the cost and value of said operations, or (b) the amount which would be payable upon its published charges for such services, whichever is greater.

[868]

3.06 Company shall keep records adequate to verify the reports and payments made pursuant to Section 3.04, and DII shall have access during regular business hours to Company's records to the extent and only to the extent necessary to verify said reports and payments.

IV.

Termination

4.01 If Company shall neglect or fail to render reports and make payments as and when due hereunder or shall otherwise be in default of any obligation under this Agreement, DII shall have the right to give written notice thereof to Company, and if within sixty (60) days from and after the date of such notice Company shall not have cured such default, then DII may, at its option, cause this Agreement to terminate forthwith by giving written notice to that effect to Company.

4.02 Company may terminate this Agreement as of the fifth anniversary date hereof or as of any successive anniversary date thereafter by giving DII written notice of cancellation at least sixty (60) days prior to the anniversary date on which cancellation is to take effect.

4.03 Unless otherwise terminated pursuant to the provisions hereof, this Agreement shall continue in full

When I had reason to believe that a company engaged in rendering wireline services was infringing the Swift Patent, or other WSI patents, it was my practice to write it a letter in the following form:

Gentlemen:

You will be interested in learning of the conclusion of litigation between Well Surveys, Inc. and McCullough Tool Company involving several important patents in the Field of Radioactivity Well Surveying. Judgment was entered March 16, 1961 by Judge Royce H. Savage in the United States District Court for the Northern District of Oklahoma. Judge Savage found several of Well Surveys' patents both valid and infringed by the operations of McCullough Tool Company.

You will be interested in reviewing the Swift Patent No. 2,554,844, which was held valid and infringed by Judge Savage. This patent covers a radioactivity well surveying system employing a casing collar locator for depth measurements. We believe you will also be interested in other patents of Well Surveys which were not involved in the suit with McCullough Tool Company including Mardock Patent No. 2,810,076 relating to radioactive tracer logging and Nordelius Patent No. 2,933,609 relating to multispaced neutron logging. You may also be interested in certain patents of Schlumberger Well Surveying Corporation under which we may grant sublicenses.

In accordance with Well Surveys' established licensing policies, as approved by Judge Savage, Well Surveys offers you a license under any or all of its patents in the Field of Radioactivity Well Surveying at a reasonable royalty rate that depends upon the patent or patents selected by you as required for your operations. It is not possible for us to foresee all of your possible requirements, but we have prepared a form of

agreement suitable for use should you desire a license under all of our patents. This form of agreement has been found suitable by other service companies. The license includes all Well Surveys patents in the Field of Radioactivity Well Surveying for which application was made prior to January 1, 1961. It also includes Schlumberger Radioactivity Well Surveying patents for which application was made prior to January 1, 1951. I am attaching a list of current patents of Well Surveys and a list of Schlumberger patents we may sublicense. We also have pending about 75 patent applications relating to Radioactivity Well Surveying.

Attached is a copy of this form of Immunity Agreement we are offering those in your position. You will note that the proposed license includes all of our patents in the defined Field of Radioactivity Well Surveying. For convenience in accounting, the royalty is based upon all operations in this defined field as provided by Section 3.02 of the proposed agreement, even though some of these operations may not be covered by any of the patents licensed. Should you wish a different royalty base, this is satisfactory to us, provided the royalty rate is appropriately adjusted.

You will note that provision is made in Section 3.01 for an advance payment. This will depend somewhat on the nature and scope of your operations, but it is normally $2,500.00.

We should also expect to settle the matter of damages for past infringement of any of our patents. This would include payment for infringement of Fearon Patent No. 2,308,361, held valid and infringed by Judge Savage, should you have been performing operations covered thereby prior to its expiration January 12, 1960.

After you have had an opportunity to consider this matter and the attached Immunity Agreement, I should like to discuss them with you. Please let me

know if I can be of help to you. I should be happy to supply copies of any of the listed patents in which you are interested.

Yours very truly,
JAY G. BEAVER,
Vice President.

The form of Immunity Agreement which I sent to each prospective licensee with the above letter was, as indicated in the fourth paragraph thereof, a license under all of the radioactivity well surveying patents which WSI owned, or under which it had licensing rights, with royalty payable regardless of what patents were used, under a clause providing as follows:

> "Company agrees to pay WSI as royalty on each well surveyed by a Radioactivity Well Survey an amount equal to six per cent (6%) of the gross charge (exclusive of mileage) made for the survey so conducted, or a sum of Ten Dollars ($10), whichever is the greater."

Prospective licensees who desired a license under all the WSI patents generally took a license in this form. Most prospective licensees, however, desired a license either under the Swift Patent alone, or under the Swift Patent and one or more other patents which the licensee selected, and such licensee generally entered into license agreements under which royalty was payable only with respect to operations which infringed one or more of the patents selected.

After sending to a prospective licensee a letter in the above form, it was my general practice to follow-up the negotiation along the lines indicated in the letter, to ascertain, if I could, what WSI patents the prospective licensee was using, and to try to persuade it to take a license thereunder.

When I first began to license the Swift Patent, I conferred with patent counsel for Dresser Industries, Inc. and its subsidiary companies, on what would be a reasonable royalty for the Swift Patent. We considered the matter of the Swift contribution to the radioactivity well surveying industry, and the breadth of coverage of the Swift Patent as determined by Judge Savage, and concluded that a reasonable royalty for the Swift Patent should be an amount equal to 5% of the gross charge (exclusive of mileage), or a sum of $10, whichever was greater, for each operation which, if unlicensed, would infringe the patent.

The first licensees to whom I suggested this royalty basis agreed to it, and after a considerable number of agreements had been made on the 5% basis, I would have been reluctant to charge a new licensee any lower rate, and it would not be fair to charge a higher rate. However, I do not recall that any prospective licensee requested that a royalty rate less than 5% be charged for the Swift Patent.

During the course of negotiations with most prospective licensees, I also mentioned the Peterson Patent, No. 2,967,994, which covered a particular form of collar locator. Under WSI's offer to grant a license under any or all of our patents, the Peterson Patent, as well as any other WSI patent, was available to any prospective licensee. Whenever a prospective radioactivity well logging licensee desired a license under the Peterson Patent, the Peterson Patent was included in his license, but not otherwise. I frequently discussed the expiration of the Swift Patent with prospective licensees, and told them that when the Swift Patent expired, there would be no further obligation to pay royalty on it. I also told them that they would then have to pay royalty on the Peterson Patent only if they used the Peterson Patent. I do not recall any case in which a prospective radioactivity well logging licensee

asked for a license under the Peterson Patent—or for that matter any of the other patents—at a royalty rate of less than 5%.

From the time I became Vice President of Well Surveys, Inc. in 1961, to the time of my resignation in 1965, about 90 companies took licenses under the Swift Patent. In many cases, the licenses covered one or more other WSI patents as well. The licensees included not only small companies, but some of the largest companies engaged in the radioactivity well surveying business. Among the large companies which became licensees were the Halliburton Company, Pan Geo Atlas Corporation, Great Lakes Carbon Corporation, The Western Company, and Seismograph Service Corporation.

During the entire period from 1961 to 1965, when I was Vice President of Well Surveys, Inc., in charge of its licensing activities, we contacted many of the prospective licensees, and some came to us before we were even aware that they were in business. Recent examples of the latter were Luling and French. Every prospective licensee was offered a license under any of the radioactivity well surveying patents of Dresser Industries, Inc. and/or Well Surveys, Inc. which it desired, individually or collectively, upon negotiated reasonable terms. No licensee or prospective licensee was ever coerced to pay royalty on or for any operations covered by any expired patent.

JAY G. BEAVER.

STATE OF TEXAS

Sworn to before me, and signed in my presence, this 17 day of June, 1967.

NEDIA LAUGHLIN,
Notary Public.

(Seal)